

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 38
2. CONTRACT NO. HC1028-13-A-0014	3. AWARD/EFFECTIVE DATE 01-Apr-2015	4. ORDER NUMBER 0003	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1028	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	NAICS: 541611	SIZE STANDARD: \$15M
TEL: FAX:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO DISA SPI DISA BUILD NG 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE	CODE HC1047	16. ADMINISTERED BY	CODE			
SEE ITEM 9						
17a. CONTRACTOR/ OFFEROR CODE 438P1	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS-CO/JAQBAC WAWF HQ0131 HTTPS://WAWF.EB.MIL/ COLUMBUS OH 43213	CODE HQ0131			
TELEPHONE NO. [REDACTED]		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) [REDACTED]		
<p><input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</p> <p><input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</p>						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			29. AWARD OF CONTRACT: REF. [REDACTED] OFFER DATED [REDACTED]. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [REDACTED]			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JESSICA L. BATSON / CONTRACTING OFFICER TEL: [REDACTED] EMAIL: [REDACTED]			31c. DATE SIGNED 01-Apr-2015

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 38	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

This call order is issued under and pursuant to the provisions of HC1028-13-A-0014. The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 EXERCISED OPTION	Overall DISA Pilot / Tiger Team Labor FFP	1	Lot	[REDACTED]	[REDACTED]
	Labor shall be performed in accordance with (IAW) the Performance Work Statement (PWS) located within Section C.				

The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP.

FOB: Destination

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200501	Funding for CLIN 2005 FFP DHQCSD15MPT0152 FOB: Destination			[REDACTED]	[REDACTED]

NET AMT [REDACTED]

ACRN AA
CIN: DHQCSD15MPT0152000301

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 EXERCISED OPTION	Overall DISA Pilot / Tiger Team Travel COST	1	Lot		[REDACTED]

Travel shall be authorized, in writing, by the Contracting Officer Representative (COR), prior to travel. Travel shall be paid IAW JTW schedule and FAR 31.205-46. The contractor shall bill for actual cost incurred.

The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP.

FOB: Destination

ESTIMATED COST [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200601	Funding for CLIN 2006 COST				[REDACTED]
	DHQCS15MPT0152				
	FOB: Destination				

ESTIMATED COST [REDACTED]

ACRN AA
CIN: DHQCS15MPT0152000401

Section C - Descriptions and Specifications

PWS / MARCH 25 2015

PERFORMANCE WORK STATEMENT (PWS)

As of March 25, 2015

Contract Number:	GS-10-F-0118S
Blanket Purchase Agreement (BPA) Number:	HC1028-13-A-0014
Call Order Number:	0003

1. Contracting Officer Representative (COR).

a. Primary COR.

Name:	Carissa Landymore
Organization:	DISA / IML
Department of Defense Activity Address Code (DODAAC):	HC1028
Address:	6910 Cooper Ave. Fort Meade, MD 20755
Phone Number:	
E-Mail Address:	

2. Task Order Title. DISA Efficiency Assessment

3. Background. DISA is posturing to support the Department of Defense (DoD) strategic shift to rebalance its global efforts and accommodate the communications and information sharing network needs for the future of the Joint Force. The U.S. President, Secretary of Defense, and Chairman of the Joint Chiefs of Staff have all published their guidance and strategy for creating the military of the future, in which DISA will play a critical role. DISA's role will involve efforts to provide modern armed forces with reliable information and communications networks and assured access to the cyber domain.

The DoD Chief Information Officer (CIO) has issued a plan for IT Modernization in order to meet DoD's most pressing and near term challenges. The DoD IT Modernization plan will enable an "agile, secure, efficient, and effective DoD IT," by focusing on achieving a consolidated infrastructure, streamlined processes, and a strengthened workforce.

The implementation of the plan requires partnerships across the DoD enterprise in order to improve mission effectiveness, cyber security, user satisfaction, interoperability resulting in a more agile, faster, and responsive delivery of IT capabilities, while reducing costs to the Department.

This task will allow DISA to strategically align IT capabilities with the DoD IT Modernization plan by integrating industry's best practices into the existing DISA operational framework for greater efficiencies and improved services and responsiveness across DoD. This task will allow DISA to quickly prioritize and develop an actionable plan to ensure continued value to DoD.

4. Objectives: The objective of this PWS is to provide support for an independent efficiency assessment of DISA IT services and program elements. The assessment shall identify potential cost savings/reductions within Agency's services and major program elements, as well as identify integration and consolidation opportunities.

The effort shall align with the DoD IT Modernization plan in the following areas:

- Consolidate enterprise networks.
- Standardize IT platforms.
- Enable agile IT.
- Strengthen IT governance.
- Strengthen IT investments.
- Improve effectiveness of enterprise architecture.
- Modernize IT guidance and training.

5. Scope. The task areas in this PWS require the contractor to provide support for an independent efficiency assessment for DISA programs and services.

The requirement requires a top tier strategy management consulting firm that has experience performing enterprise-wide strategic analyses for the top leadership of Federal and global private sector entities. The scale of the contractor's previous experience and the level for which previous work performed is critical as it will be necessary for the contractor to present findings and recommendations to senior DISA officials. Since DISA is seeking an independent perspective for this requirement, the contractor shall be in a position to provide impartial data driven analysis in support of this task.

The contractor shall efficiently and effectively manage their performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management requirements to perform all activities related to this PWS are successful, as required by this PWS. The contractor shall identify a project manager as the focal point of contact for work to be performed.

6. **Performance Requirements.** This task order requires in-depth expert knowledge, skills, ability, and experience in the integration and consolidation (to include the modernization) of IT program services of a large scale in order to accomplish critical, time-sensitive tasks. The contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all requirements under this PWS. The contractor shall support the initiation and implementation of DISA's integration and consolidation as well as modernization requirements to include all efforts from initiation to operational and sustainment phases. These efforts will be critical to ensuring integration and consolidation efforts meet DoD and DISA budget, schedule, and performance goals through efficient and robust support.

6.1 Task 1 – Management Controls. The contractor shall manage overall project activities and deliverables, resource allocation (cost, personnel & schedule), and implementation planning through all project phases; providing support to the DISA Management Team; identifying and appropriately escalating problems, risks, issues, and recommending solutions. The contractor shall conduct a kickoff meeting within 10 business days after contract award and shall document the efforts performed in the completion of each task in a detailed weekly and monthly status report.

6.1.1 Subtask 1 - Weekly Status Report – The weekly report is due no later than the morning of the first business day of the following week. The report shall include the following:

- Tasks and progress accomplished during the weekly reporting period.
- Planned activities and anticipated travel for the upcoming week.
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.

6.1.2 Subtask 2 - Monthly Status Report – The Monthly Report is due not later than the fifth business day of the following month. The report shall include the following:

- Contractor progress during the reporting period: detailed progress report of findings, activities, accomplishments, and a summary of work accomplished during the reporting period with percentage of completion.
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s), and actual and/or anticipated delivery date(s).

- Strategy revisions: recommended changes to include any best practices and lessons learned.
- 6.1.3 Subtask 3 – Project Management Plan – A draft project management plan is due 10 business days after contract award and shall include project schedule, milestones and key activities.
- 6.1.4 Subtask 4 – Kickoff Meeting – An in-person kickoff meeting shall be conducted within 10 business days after contract award for the purpose of reviewing and clarifying the requirements of this PWS and reviewing the project management plan.

Deliverables:

- Weekly Status Report
- Monthly Status Report
- Project Management Plan
- Kick-off Meeting

6.3 Task 3. Overall DISA Efficiency Assessment

The Contractor shall conduct an overall DISA efficiency assessment. These efforts shall include providing consultation inputs (document generation included) on the following key activities:

6.3.1 Subtask 1 Stand up Center of Excellence, Class Room Training, and Learn-By-Doing: The contractor will work on setting up the Clean Sheet Center of Excellence, the team who will be responsible for rolling out the clean sheeting capability more broadly across DISA.

- Supply/develop COE with tools needed to build capabilities more broadly across DISA (e.g., playbooks, sample models, training materials)
- Develop a roadmap of contracts to clean sheet over the following 2-3 years
- Identify COE team members who will be responsible for rolling out the clean sheeting capability across DISA.
- Set calendar of meetings for next 3 months (e.g., working group meetings, daily huddles, steering committee meetings)
- Stand up program governance to manage progress and ensure senior leadership oversight

6.3.2 Subtask 2 - Gather and analyze performance data across major programs/projects. Data shall include:

- Service cost, time, performance analysis
 - Cost: analysis on cost to complete, based on project data
 - Time: average project duration by phase, and incidence of delays
 - Performance: achievement of key performance parameters
- Analysis of technical maturity at key decision points.
- Review of independent cost estimation (ICE) data, and parametric comparators.
- Requirements stability
- Efficiency and effectiveness of project reviews.
- Map major processes and identify major bottlenecks and pain points.
- Gather a comprehensive list of contracts that includes list of owners, contract size, duration, re-negotiation points, description, contractor
- Cluster contracts by group owners, contract types, re-negotiation timing, and size; Prioritize clusters and identify initial list of contracts to clean sheet; Onboard contract owners responsible for contracts and ensure they are participating in training and working team meetings
- Working with DISA and vendor (as needed), gather work unit volume data for each task
- Working with DISA operations managers and vendor (as needed), estimate resource allocations for each activity, including types of resources, in the workflows for each task

6.3.3 Subtask 3 – Contractor shall conduct a series of structured interviews with a broad range of stakeholders to quickly develop a perspective on opportunity areas and pain points. Contractor shall conduct interviews with DISA leadership, staff, and customers.

6.3.4 Subtask 4 – Contractor shall review governance structure and processes of major programs/projects to understand performance management, oversight, and decision making.

6.3.5 Subtask 5 – Contractor shall leverage best practice examples of private sector and public sector acquisition reforms (from both U.S. and international organizations.)

Detailed Assessment, Root Cause Analysis, Opportunity Prioritization & Business Case Creation

6.3.6 Subtask 6 – Contractor shall conduct targeted analysis across DISA. Analysis shall include:

- Estimate work unit volumes where data is missing (e.g., through interviews of DISA operations staff, DISA managers, observing vendor work flows where possible)
- For each of the service level requirements under identified contracts/task orders, work with DISA leadership and operations managers to determine which requirements are “must haves” vs “nice to haves”
- For the “nice to haves” on identified contracts/task orders, agree with DISA leadership and operations managers on alternative relaxed requirements that would suite DISA needs.
- For each of the alternative relaxed requirements, estimate the impact it would have on workflows and resource allocations, and subsequent work unit costs
- Work with DISA leadership and operations managers through interviews and working sessions and identify opportunities to cut work volumes altogether for identified contracts/task orders.

6.3.7 Subtask 7 - Conduct a detailed operational assessment of DISA to identify performance gaps by:

- Leveraging DoD, public sector and commercial benchmarks to determine IT performance vs. organizations.
- Conducting rigorous analysis using DISA data to complete a bottom-up analysis of IT performance and productivity

6.3.8 Subtask 8 - Prioritize and estimate impact for set of 10-20 opportunity areas based on results of detailed operational assessment.

6.3.9 Subtask 9 - Build a financial model to break down the savings of each opportunity/initiative into the major value drivers.

6.3.10 Subtask 10 - Validate the size and practicality of the opportunity based on interviews and observations.

6.3.11 Subtask 11 - Conduct root cause analyses for high-priority opportunities to allow for the design of a new end-state model/solution.

6.3.12 Subtask 12 - Conduct a series of training workshops to share findings with central DISA leadership to align on opportunity prioritization.

- Hold series of workshops and working sessions with DISA and vendor (as needed) to define work units that can/should be measured under each task performed under identified contracts/task orders
- Tailor training materials to incorporate DISA specific examples
- Run training sessions
- Gather feedback on training sessions and play back to participants
- Field questions offline as needed
- Train on key negotiation/ leverage points
- Working with DISA operations, DISA vendor management, and contractor experts, lay out negotiation strategy and sequence of negotiation activities
- Set negotiation targets
- Lay out high level negotiation roadmap for task order #8 along with description of deliverables and key negotiation points
- Codify approach into a clean sheet playbook that can be leveraged in future clean sheeting activities

6.3.13 Subtask 13 – Contractor shall build a business case and determine the ROI through each initiative contractor shall build a business case and determine the ROI through.

Launch Initiatives and Design Pilots

6.3.14 Subtask 14 – Contractor shall identify ‘no regrets’ opportunities and shape pilots to begin capturing short-term opportunities.

6.3.15 Subtask 15 – Contractor shall complete detailed, actionable implementation plans for short- and long-term opportunity areas. Plans shall include resources required to capture opportunity, timing of capture, and sequencing of opportunities.

6.3.16 Subtask 16 – Contractor shall create the metrics, tools and templates that will enable DISA to track progress against the initiatives. To include:

- Develop dashboards to track progress against clean sheeting roadmap and value capture of contracts that have been clean sheeted

- Develop set of playbooks, models, and training materials that COE will use to train new contract owners in clean sheeting methodology and will help them effectively clean sheet the contracts they are responsible for
- Reconstruct workflows, for both DISA and vendor, for each of the tasks under identified contracts/task orders through a combination of interviews and workings sessions with DISA and vendor (as needed).
- Estimate what the workflows and resource allocations should look like under optimal work flows, under service level constraints specified under identified contracts/task orders, using some combination of the following techniques (where possible)
 - Working sessions with Contractor workflow operations experts, DISA operations managers, and vendor (as needed) to reconstruct value stream maps, identify sources of waste and realign resources, and size opportunities from removing these sources of waste and realigning resources
 - External productivity and unit cost benchmarks for similar types of operations
 - Walkthroughs of vendor operations, including observing workflows and gathering data on time spent for operations staff
- Develop 2-3 year clean sheet roadmap, along with communication plan and materials for COE members and DISA leadership

Deliverables:

- Develop Clean Sheet Roadmap
- DISA Dashboard
- Tools (e.g. Playbooks, sample models, training materials)
- Unit of work report
- “Must haves” vs “nice to haves” requirement report
- Vendor Engagement/Renegotiation Strategy
- Actionable implementation plans

6.4 Task 4. Pilot -Launch Tiger Teams

Once the target opportunities areas have been identified (subtask 6.3.12 & 6.3.13), the contractor shall assist with executing against a DISA approved roadmap. Some of the opportunities may be implemented immediately, however, other initiatives shall be designed and piloted within DISA organization to ensure that the ‘blueprint’ is fully scalable and internal DISA staff acquires the knowledge/capabilities needed to scale those initiatives quickly.

The contractor shall provide consultation inputs (documentation generation included) in the development of targeted Tiger Teams focused on capturing specific efficiency opportunities identified for the Overall DISA Assessment. This shall include the portfolio of 10-15 tangible initiatives, each addressing a specific efficiency and effectiveness improvement opportunity. Key activities for this task shall include, but are not limited to, the following:

6.4.2 Subtask 2- DISA Pilot

- Development of Tiger Team structure, responsibilities, milestones, and metrics.
- Alignment of the teams to the portfolio of initiatives and sequence Tiger Team roadmap based on initiative scope/timing.
- Creation of detailed Tiger Team implementation plans for the initial set of 3-5 high priority initiatives and quickly validates plans with leadership.
- Identify short-term opportunities during implementation.
- Initiation, generation, and implementation of ‘field and forum’ trainings to build the capabilities of the Tiger Teams to replicate the methodology and sustain the effort across the entire portfolio of initiatives.

Deliverables:

- Tiger Team structure, design and milestones.
- Detailed Tiger Team implementation plans for top 3-5 initiatives.
- Tiger Team capability-building materials and training sessions.

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1 Delivery of Project Management Plan, Weekly & Monthly Report	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a	Periodic inspection of products and services.

	satisfactory manner.	
Task 6.3 Delivery of Overall DISA Assessment materials, reports, briefings, and associated documents	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.4 Delivery of Pilot/Tiger Team materials, reports, briefings, associated documents and workshops	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.

8. Incentives. Positive and negative performance will be documented within CPARS narratives and ratings.

9. Place of Performance. Work will primarily be performed at the Contractor's site. The task in this PWS will require the contractor to periodically conduct interviews, collect data and attend meetings at DISA Headquarters in Ft. Meade, MD and other DISA locations in the U.S.

Site visits to locations outside of the Baltimore - Washington Metropolitan area shall be pre-approved by the Contracting Officer Representative (COR) prior to departure. Requests shall include the reason for trip (incorporate why the contractor must physically visit the site), the number of people, location, travel duration, and required transportation method. All travel shall be in accordance with the Federal Travel Regulations (FTRs) and FAR 31.205-46.

Alternate Place of Performance - Contingency Only. Contractor employees may be required to work at another approved activity within the local travel area or at the contractor's facility in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, etc.). Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. Contracting Officer Representative (COR) approval is required. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment.

10. Period of Performance (POP).

The DISA Assessment (Task 6.3) will require two weeks of data collection by the DISA team followed by twelve weeks for the contractor to complete the DISA assessment. The contractor shall not invoice cost for the initial two weeks of effort by the Government on task 3.

DISA Pilot/Tiger Team (Subtask 6.4.2) the period of performance will run 12 weeks from the date of award.

As directed by the COR, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR.

11 Delivery Schedule.

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.1.4	Kickoff Mtg	N/A	10 business days after contract award		DISA Stakeholders
6.1.1 6.1.2	Status Reports	MS Word	Weekly- first business day of the following week Monthly- fifth business day of the following month.	COR/TM	
6.1.3	Project Management Plan	Contractor determined format	10 business days after contract award	COR/TM/P M	Draft – 10 business days Final – 15 business days
6.3.1	Develop Clean Sheet Roadmap	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.1 & 6.3.16	DISA Dashboard	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.1	Tools (e.g. Playbooks, sample	Contractor determined format	Based on government approved	COR/TM/P M	

	models, training materials)		project management plan		
6.3.2, 6.3.6, & 6.3.12	Unit of work report	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.6	“must haves” vs “nice to haves” requirement report	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.12	Vendor Engagement /Renegotiation Strategy	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.15	Actionable implementation plans	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.4.1, 6.4.2	Pilot/Tiger Team Implementation	Contractor determined format	Based on government approved project management plan	COR/TM/P M	

12. Security. The work performed will be primarily UNCLASSIFIED; however, some information could be at the SECRET level. Contractor shall have qualified personnel with SECRET security clearances. The DD254 accompanying the contract provides relevant details.

12.1 Facility Security Clearance. The work to be performed under this contract is up to the Secret level. Therefore the company shall have a final Secret Facility Clearance (FCL) from the Defense Security Service (DSS) Facility Clearance Branch (FCB).

12.2 Security Clearance and Information Technology (IT) Level. All personnel performing on this contract shall be U.S. citizens. Contractors require a minimum of final Secret security clearance and IT-II (privileged level systems access).

12.3 Visit Authorization Letters. The Contractor shall forward a Visit Authorization Letter (VAL) to the Contracting Officer's Representative/Task Monitor at the following address for all employees prior to the beginning of each contracting/task order period of performance and as new Contractor employees are assigned to the contract:

The VAL shall be on company letterhead or pre-fabricated form and contain the following information:

- Contract number with start and end dates.
- Company point of contact (POC) and telephone number.
- Government Task Monitor name and telephone number.
- Complete legal name of employee(s).
- Social Security Number.
- Security Clearance level, and date granted
- Adjudication facility name, i.e. DISCO.
- Type of personnel security investigation (PSI) pending or completed.
- Date PSI completed.

12.4 Information Security and other miscellaneous requirements.

12.4.1 Contractor personnel shall comply with local security requirements for entry and exit control for personnel and property at the government facility.

12.4.2 Contractor employees will be required to comply with all Government security regulations and requirements. Initial and periodic security training and briefings will be provided by Government security personnel. Failure to comply with security requirements can be cause for termination of employment.

12.4.3 The Contractor shall not divulge any information about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall

observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

12.4.4 DISA retains the right to request removal of contractor personnel regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

12.4.5 Contractor personnel will generate or handle documents that contain for official use only (FOUO) information at Government facilities. Contractor shall have access to, generate, and handle classified material only at Government facilities. All Contractor deliverables shall be marked at a minimum FOUO, unless otherwise directed by the Government. The Contractor shall comply with the provisions of the DOD Industrial Security Manual for handling classified material and producing deliverables. The Contractor shall comply with DISA Instruction 630-230-19.

13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). A DISA laptop may be issued to the Contractor in order to obtain access to data that maybe located on the DISANET. Laptop model and serial number will be obtained upon issuance to contractor.

14. Other Pertinent Information or Special Considerations. Contractor will be given access to DISA personnel and historical, financial and programmatic data.

a. Identification of Possible Follow-on Work. N/A

b. Identification of Potential Conflicts of Interest (COI). Contractor shall identify any potential Conflict of Interest (COI) and their proposed mitigation in their proposal.

c. Identification of Non-Disclosure Requirements. Some of the information provided to the contractor may be proprietary and require execution of non-disclosure agreements and must be properly protected by the Contractor. The results of the McKinsey assessments shall be provided to the Director, Defense Information Systems Agency and the employees he specifically designates (to include the COR/TM/PM). It shall not be provided to any other government or non-government entity without his written permission.

d. Packaging, Packing and Shipping Instructions. N/A

e. Inspection and Acceptance Criteria. N/A

f. Property Accountability. If issuance of laptop is required serial number and required information will be noted accordingly. The contractor shall submit the attached Electronic Product List (see below) in addition to complying with all requirements of DFARS 252.211-7003. See DARS 252.211-9000, Requirement to Submit an Electronic Product List for additional information.



EPL

Worksheet_v1.1_03J

15. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- 1194.31 - Functional Performance Criteria

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. Contract or Task Order Title (HC1028-13-A-0014-0003): DISA Efficiency Assessment

2. Work Requirements:

- Task 1 – Management Controls
- Task 2 – Stand up COE, Class Room Training, and Learn-By-Doing
- Task 3 – (Optional) Provide Light Support

3. Primary Method of Surveillance:

Periodic inspection of services shall be conducted on a weekly basis for Tasks 6.1 6.2 and 6.3.

Customer input shall also be considered as a supplemental method for Tasks 6.1 6.2 and 6.3.

- ✓ **Periodic Inspection:** These services are monitored weekly, monthly, quarterly, semiannually, annually, etc. Periodic types of activities are perfect for periodic inspection because not only are they infrequent, but there is normally a predetermined, specified time frame within which the tasks must be accomplished. Therefore, you know exactly when to conduct the evaluations. Periodic inspections automatically become 100 percent evaluations or "100 percent checks." Inspections should be divided and scheduled by frequency: annual, semiannual, quarterly, monthly, weekly and as required. Sometimes services are required for which the time or frequency cannot be predicted, such as accident investigations, one-time special tasking by higher headquarters, etc. These would be labeled "as required inspections." Others are known and predictable such as the quarterly status report or the monthly travel report currently included in some DISA service contracts.
- ✓ **Customer Input.** Although usually not a primary method, this is a valuable supplement to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g., dining facilities, building services, customer surveys and customer complaints may be a primary surveillance method, and customer satisfaction an appropriate performance standard. In all cases, complaints should be documented, preferably on a standard form.

4. Scope of Performance:

The objective of this requirement is to provide support for an independent efficiency assessment of DISA IT services and program elements. The assessment shall identify potential cost savings/reductions within the Agency's services and major program elements, as well as identify integration and consolidation opportunities. Contract reference: Performance Work Statement (PWS) Tasks 6.1, 6.3, and 6.4.

The effort shall align with the DoD IT Modernization plan in the following areas:

- Consolidate enterprise networks.
- Standardize IT platforms.

- Enable agile IT.
- Strengthen IT governance.
- Strengthen IT investments.
- Improve effectiveness of enterprise architecture.
- Modernize IT guidance and training.

5. Performance Standards:

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1 Delivery of Project Management Plan, Weekly & Monthly Report	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.3 Delivery of Overall DISA Assessment materials, reports, briefings, and associated documents	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.4 Delivery of Pilot/Tiger Team materials, reports, briefings, associated documents and workshops	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.

6. Mandatory or regulatory compliance items:

The contractor will provide initial proof of compliance with regulatory and compliance items contained in the contract. The Contracting Officer's Representative (COR) and the Contracting Officer (KO) will evaluate the initial submission and will conduct ad hoc reviews of the contractor's compliance throughout the remainder of the contract. The contractor will monitor compliance as required by FAR 52.222-50, Combating Trafficking in Persons, and report any issues to the KO.

7. Acceptable Quality Level (AQL):

Performance occurs with no required re-performance or re-works at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.

8. Evaluation Method:

The Task Monitor (TM) or Program Manager (PM) will review all documentation and deliverables to ensure they meet established requirements. If a deliverable does not meet requirements, or contains errors, the TM/PM will deliver an email noting defects to both the contractor and the contract officer representative (COR). The COR will document the official time and date of notification. Once the error is addressed or corrected, the COR will confirm and document the date and time of problem resolution.

9. Incentives (Positive and/or Negative):

Positive and negative performance will be documented within the Contractor Performance Assessment Reporting System (CPARS) narratives and ratings.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
2005	N/A	N/A	N/A	Government
200501	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
200601	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

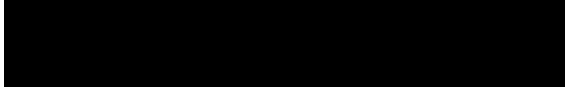
DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
2005	POP 01-APR-2015 TO 08-JUL-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047
200501	N/A	N/A	N/A	N/A
2006	POP 01-APR-2015 TO 08-JUL-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047
200601	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 DHQCS15MPT0152 01



Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact

As prescribed in 4.103(S-90), insert the following clause:

POINTS OF CONTACT (AUG 2005)**Contracting Officer (KO)**

Name: Jessica L. Bathon

Organization/Office Symbol: DISA / DITCO / PL8311

Phone No.: [REDACTED]

E-Mail Address: [REDACTED]

Contract Specialist

Name: Cody T. Badgett

Organization/Office Symbol: DISA / DITCO / PL8311

Phone No.: [REDACTED]

E-Mail Address: [REDACTED]

COR/Mission Partner Point of Contact

Name: Carissa Landymore

Organization/Office Symbol: DISA / IM

Phone No.: [REDACTED]

E-Mail Address: [REDACTED]

Contractor Point of Contact

Contractor Legal Business Name: McKinsey & Company, Inc.

DUNS: 825229318

CAGE CODE: 438P1

Contractor POC: Chuck Self

E-Mail Address: [REDACTED]

Phone Number: [REDACTED]

(End of clause)

52.237-9001 Enterprise-wide Contractor Manpower Reporting Application (eCMRA) Reporting.

As prescribed in 37.102-90, use the following clause:

**ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION
(eCMRA) REPORTING (NOV 2013)**

The contractor shall ensure ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at
<http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at
[REDACTED]

.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

- (a) Definition. Covered DoD official, as used in this clause, means an individual that--
- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--
- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
- (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4 MP-6	SC-2 SC-4 SC-7 SC-8(1) SC-13 SC-15 SC-28
AC-3(4)	AU-3	IA-4		
AC-4	AU-6(1)	IA-5(1)		
AC-6	AU-7			
AC-7	AU-8			
AC-11(1)	AU-9			
AC-17(2)				
AC-18(1)				
AC-19				
AC-20(1)				
AC-20(2)				
AC-22				
	<u>Configuration Management</u>	<u>Incident Response</u>	<u>Physical and Environmental Protection</u>	<u>System & Information Integrity</u>
	CM-2	IR-2	PE-2 PE-3 PE-5	
	CM-6	IR-4		
	CM-7	IR-5		
	CM-8	IR-6		
		<u>Maintenance</u>	PM-10	

<u>Awareness & Training</u> AT-2	<u>Contingency Planning</u> CP-9	MA-4(6) MA-5 MA-6	<u>Risk Assessment</u> RA-5	SI-2 SI-3 SI-4

Legend:

AC: Access Control
 AT: Awareness and Training MP:
 AU: Auditing and Accountability
 CM: Configuration Management
 CP: Contingency Planning
 IA: Identification and Authentication
 IR: Incident Response
 MA: Maintenance
 MP: Media Protection
 PE: Physical & Environmental Protection
 PM: Program Management
 RA: Risk Assessment
 SC: System & Communications Protection
 SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS. (FEB 2014)

(a) Definitions. As used in this clause--

(1) Commercial item does not include commercial computer software.

(2) Covered Government support contractor means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(3) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(4) The term item includes components or processes.

(5) Technical data means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) License. (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that--

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

- (iii) Are a correction or change to technical data furnished to the Contractor by the Government;
 - (iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or
 - (v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.
- (2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not--
- (i) Use the technical data to manufacture additional quantities of the commercial items; or
 - (ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract, or for performance of work by covered Government support contractors.
- (3) The Contractor acknowledges that--
- (i) Technical data covered by paragraph (b)(2) of this clause are authorized to be released or disclosed to covered Government support contractors;
 - (ii) The Contractor will be notified of such release or disclosure;
 - (iii) The Contractor (or the party asserting restrictions as identified in a restrictive legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
 - (iv) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
- (c) *Additional license rights.* The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.
- (d) *Release from liability.* The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.
- (e) Applicability to subcontractors or suppliers.

(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320 and 10 U.S.C. 2321.

(2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1028
Admin DoDAAC	HC1028
Inspect By DoDAAC	HC1047
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HC1047
Service Acceptor (DoDAAC)	HC1047
Accept at Other DoDAAC	HC1047
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Carissa Landymore

DoDAAC: HC1047

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at [REDACTED]

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line item(s) 2005 and 2006 are incrementally funded. For this/these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract HC1028-13-A-0014-0003, the following funds will be provided:

[REDACTED]

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 19
2 AMENDMENT/MODIFICATION NO 01	3 EFFECTIVE DATE 08-Jul-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1028	7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MCKINSEY & COMPANY, NC. WASH NGTON D.C. 1200 19TH ST NW STE 1100 WASHINGTON DC 20036-2412 MICHELLE REEVE				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1028-13-A-0014-0003	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2015	
CODE 438P1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: badgett155564 This modification extends the period of performance (PoP) at no cost to the Government through August 31, 2015. The revised PoP is April 1, 2015 - August 31, 2015. The point of contact for this action is Mr. Cody Badgett, [REDACTED]					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TARA D. SCHMITT / CONTRACTING OFFICER TEL: [REDACTED] EMAIL: [REDACTED]			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jul-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE**SUMMARY OF CHANGES****SECTION A - SOLICITATION/CONTRACT FORM**

The vendor signature required has changed from required to not required.
The number of award copies required 1 has been deleted.

SECTION B - SUPPLIES OR SERVICES AND PRICES**CLIN 2005**

The CLIN extended description has changed from:

Labor shall be performed in accordance with (IAW) the Performance Work Statement (PWS) located within Section C. The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP.

To:

Labor shall be performed in accordance with (IAW) the Performance Work Statement (PWS) located within Section C. The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP. Modification 01 extends the POP through August 31, 2015..

CLIN 2006

The CLIN extended description has changed from:

Travel shall be authorized, in writing, by the Contracting Officer Representative (COR), prior to travel. Travel shall be paid IAW JTW schedule and FAR 31.205-46. The contractor shall bill for actual cost incurred. The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP.

To:

Travel shall be authorized, in writing, by the Contracting Officer Representative (COR), prior to travel. Travel shall be paid IAW JTW schedule and FAR 31.205-46. The contractor shall bill for actual cost incurred. The period of performance (POP) is 14 weeks, from April 1, 2015 through July 8, 2015. The first two weeks of the POP the Government will be collecting data, so the contractor shall not bill for the first two weeks of the 14 week POP. Modification 01 extends the POP through August 31, 2015..

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

PWS / JULY 7 2015

PERFORMANCE WORK STATEMENT (PWS)
As of July 02, 2015

Contract Number:	GS-10-F-0118S
Blanket Purchase Agreement (BPA) Number:	HC1028-13-A-0014
Call Order Number:	0003

1. Contracting Officer Representative (COR).

a. Primary COR.

Name:	Carissa Landymore
Organization:	DISA / IML
Department of Defense Activity Address Code (DODAAC):	HC1028
Address:	6910 Cooper Ave. Fort Meade, MD 20755
Phone Number:	[REDACTED]
E-Mail Address:	[REDACTED]

2. Task Order Title. DISA Efficiency Assessment

3. Background. DISA is posturing to support the Department of Defense (DoD) strategic shift to rebalance its global efforts and accommodate the communications and information sharing network needs for the future of the Joint Force. The U.S. President, Secretary of Defense, and Chairman of the Joint Chiefs of Staff have all published their guidance and strategy for creating the military of the future, in which DISA will play a critical role. DISA's role will involve efforts to provide modern armed forces with reliable information and communications networks and assured access to the cyber domain.

The DoD Chief Information Officer (CIO) has issued a plan for IT Modernization in order to meet DoD's most pressing and near term challenges. The DoD IT Modernization plan will enable an "agile, secure, efficient, and effective DoD IT," by focusing on achieving a consolidated infrastructure, streamlined processes, and a strengthened workforce.

The implementation of the plan requires partnerships across the DoD enterprise in order to improve mission effectiveness, cyber security, user satisfaction, interoperability resulting in a more agile, faster, and responsive delivery of IT capabilities, while reducing costs to the Department.

This task will allow DISA to strategically align IT capabilities with the DoD IT Modernization plan by integrating industry's best practices into the existing DISA operational framework for

greater efficiencies and improved services and responsiveness across DoD. This task will allow DISA to quickly prioritize and develop an actionable plan to ensure continued value to DoD.

4. **Objectives:** The objective of this PWS is to provide support for an independent efficiency assessment of DISA IT services and program elements. The assessment shall identify potential cost savings/reductions within Agency's services and major program elements, as well as identify integration and consolidation opportunities.

The effort shall align with the DoD IT Modernization plan in the following areas:

- Consolidate enterprise networks.
- Standardize IT platforms.
- Enable agile IT.
- Strengthen IT governance.
- Strengthen IT investments.
- Improve effectiveness of enterprise architecture.
- Modernize IT guidance and training.

5. **Scope.** The task areas in this PWS require the contractor to provide support for an independent efficiency assessment for DISA programs and services.

The requirement requires a top tier strategy management consulting firm that has experience performing enterprise-wide strategic analyses for the top leadership of Federal and global private sector entities. The scale of the contractor's previous experience and the level for which previous work performed is critical as it will be necessary for the contractor to present findings and recommendations to senior DISA officials. Since DISA is seeking an independent perspective for this requirement, the contractor shall be in a position to provide impartial data driven analysis in support of this task.

The contractor shall efficiently and effectively manage their performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management requirements to perform all activities related to this PWS are successful, as required by this PWS. The contractor shall identify a project manager as the focal point of contact for work to be performed.

6. **Performance Requirements.** This task order requires in-depth expert knowledge, skills, ability, and experience in the integration and consolidation (to include the modernization) of IT program services of a large scale in order to accomplish critical, time-sensitive tasks. The contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all requirements under this PWS. The contractor shall support the initiation and implementation of DISA's integration and consolidation as well as modernization requirements to include all efforts from initiation to operational and sustainment phases. These efforts will be critical to ensuring integration and consolidation efforts meet DoD and DISA budget, schedule, and performance goals through efficient and robust support.

6.1 Task 1 – Management Controls. The contractor shall manage overall project activities and deliverables, resource allocation (cost, personnel & schedule), and implementation planning through all project phases; providing support to the DISA Management Team; identifying and appropriately escalating problems, risks, issues, and recommending solutions. The contractor shall conduct a kickoff meeting within 10 business days after contract award and shall document the efforts performed in the completion of each task in a detailed weekly and monthly status report.

6.1.1 Subtask 1 - Weekly Status Report – The weekly report is due no later than the morning of the first business day of the following week. The report shall include the following:

- Tasks and progress accomplished during the weekly reporting period.
- Planned activities and anticipated travel for the upcoming week.
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.

6.1.2 Subtask 2 - Monthly Status Report – The Monthly Report is due not later than the fifth business day of the following month. The report shall include the following:

- Contractor progress during the reporting period: detailed progress report of findings, activities, accomplishments, and a summary of work accomplished during the reporting period with percentage of completion.
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s), and actual and/or anticipated delivery date(s).
- Strategy revisions: recommended changes to include any best practices and lessons learned.

6.1.3 Subtask 3 – Project Management Plan – A draft project management plan is due 10 business days after contract award and shall include project schedule, milestones and key activities.

6.1.4 Subtask 4 – Kickoff Meeting – An in-person kickoff meeting shall be conducted within 10 business days after contract award for the purpose of reviewing and clarifying the requirements of this PWS and reviewing the project management plan.

Deliverables:

- Weekly Status Report
- Monthly Status Report
- Project Management Plan
- Kick-off Meeting

6.3 Task 3. Overall DISA Efficiency Assessment

The Contractor shall conduct an overall DISA efficiency assessment. These efforts shall include providing consultation inputs (document generation included) on the following key activities:

6.3.1 Subtask 1 Stand up Center of Excellence, Class Room Training, and Learn-By-Doing: The contractor will work on setting up the Clean Sheet Center of Excellence, the team who will be responsible for rolling out the clean sheeting capability more broadly across DISA.

- Supply/develop COE with tools needed to build capabilities more broadly across DISA (e.g., playbooks, sample models, training materials)
- Develop a roadmap of contracts to clean sheet over the following 2-3 years
- Identify COE team members who will be responsible for rolling out the clean sheeting capability across DISA.
- Set calendar of meetings for next 3 months (e.g., working group meetings, daily huddles, steering committee meetings)
- Stand up program governance to manage progress and ensure senior leadership oversight

6.3.2 Subtask 2 - Gather and analyze performance data across major programs/projects. Data shall include:

- Service cost, time, performance analysis
 - Cost: analysis on cost to complete, based on project data
 - Time: average project duration by phase, and incidence of delays
 - Performance: achievement of key performance parameters
- Analysis of technical maturity at key decision points.
- Review of independent cost estimation (ICE) data, and parametric comparators.
- Requirements stability
- Efficiency and effectiveness of project reviews.
- Map major processes and identify major bottlenecks and pain points.
- Gather a comprehensive list of contracts that includes list of owners, contract size, duration, re-negotiation points, description, contractor
- Cluster contracts by group owners, contract types, re-negotiation timing, and size; Prioritize clusters and identify initial list of contracts to clean sheet; Onboard contract owners responsible for contracts and ensure they are participating in training and working team meetings
- Working with DISA and vendor (as needed), gather work unit volume data for each task
- Working with DISA operations managers and vendor (as needed), estimate resource allocations for each activity, including types of resources, in the workflows for each task

6.3.3 Subtask 3 – Contractor shall conduct a series of structured interviews with a broad range of stakeholders to quickly develop a perspective on opportunity areas and pain points. Contractor shall conduct interviews with DISA leadership, staff, and customers.

6.3.4 Subtask 4 – Contractor shall review governance structure and processes of major programs/projects to understand performance management, oversight, and decision making.

6.3.5 Subtask 5 – Contractor shall leverage best practice examples of private sector and public sector acquisition reforms (from both U.S. and international organizations.)

Detailed Assessment, Root Cause Analysis, Opportunity Prioritization & Business Case Creation

6.3.6 Subtask 6 – Contractor shall conduct targeted analysis across DISA. Analysis shall include:

- Estimate work unit volumes where data is missing (e.g., through interviews of DISA operations staff, DISA managers, observing vendor work flows where possible)
- For each of the service level requirements under identified contracts/task orders, work with DISA leadership and operations managers to determine which requirements are “must haves” vs “nice to haves”
- For the “nice to haves” on identified contracts/task orders, agree with DISA leadership and operations managers on alternative relaxed requirements that would suite DISA needs.
- For each of the alternative relaxed requirements, estimate the impact it would have on workflows and resource allocations, and subsequent work unit costs
- Work with DISA leadership and operations managers through interviews and working sessions and identify opportunities to cut work volumes altogether for identified contracts/task orders.

6.3.7 Subtask 7 - Conduct a detailed operational assessment of DISA to identify performance gaps by:

- Leveraging DoD, public sector and commercial benchmarks to determine IT performance vs. organizations.
- Conducting rigorous analysis using DISA data to complete a bottom-up analysis of IT performance and productivity

6.3.8 Subtask 8 - Prioritize and estimate impact for set of 10-20 opportunity areas based on results of detailed operational assessment.

6.3.9 Subtask 9 - Build a financial model to break down the savings of each opportunity/initiative into the major value drivers.

6.3.10 Subtask 10 - Validate the size and practicality of the opportunity based on interviews and observations.

6.3.11 Subtask 11 - Conduct root cause analyses for high-priority opportunities to allow for the design of a new end-state model/solution.

6.3.12 Subtask 12 - Conduct a series of training workshops to share findings with central DISA leadership to align on opportunity prioritization.

- Hold series of workshops and working sessions with DISA and vendor (as needed) to define work units that can/should be measured under each task performed under identified contracts/task orders
- Tailor training materials to incorporate DISA specific examples
- Run training sessions

- Gather feedback on training sessions and play back to participants
- Field questions offline as needed
- Train on key negotiation/ leverage points
- Working with DISA operations, DISA vendor management, and contractor experts, lay out negotiation strategy and sequence of negotiation activities
- Set negotiation targets
- Lay out high level negotiation roadmap for task order #8 along with description of deliverables and key negotiation points
- Codify approach into a clean sheet playbook that can be leveraged in future clean sheeting activities

6.3.13 Subtask 13 – Contractor shall build a business case and determine the ROI through each initiative contractor shall build a business case and determine the ROI through.

Launch Initiatives and Design Pilots

6.3.14 Subtask 14 – Contractor shall identify ‘no regrets’ opportunities and shape pilots to begin capturing short-term opportunities.

6.3.15 Subtask 15 – Contractor shall complete detailed, actionable implementation plans for short- and long-term opportunity areas. Plans shall include resources required to capture opportunity, timing of capture, and sequencing of opportunities.

6.3.16 Subtask 16 – Contractor shall create the metrics, tools and templates that will enable DISA to track progress against the initiatives. To include:

- Develop dashboards to track progress against clean sheeting roadmap and value capture of contracts that have been clean sheeted
- Develop set of playbooks, models, and training materials that COE will use to train new contract owners in clean sheeting methodology and will help them effectively clean sheet the contracts they are responsible for
- Reconstruct workflows, for both DISA and vendor, for each of the tasks under identified contracts/task orders through a combination of interviews and workings sessions with DISA and vendor (as needed).
- Estimate what the workflows and resource allocations should look like under optimal work flows, under service level constraints specified under identified contracts/task orders, using some combination of the following techniques (where possible)
 - Working sessions with Contractor workflow operations experts, DISA operations managers, and vendor (as needed) to reconstruct value stream maps, identify sources of waste and realign resources, and size opportunities from removing these sources of waste and realigning resources
 - External productivity and unit cost benchmarks for similar types of operations
 - Walkthroughs of vendor operations, including observing workflows and gathering data on time spent for operations staff
- Develop 2-3 year clean sheet roadmap, along with communication plan and materials for COE members and DISA leadership

Deliverables:

- Develop Clean Sheet Roadmap
- DISA Dashboard
- Tools (e.g. Playbooks, sample models, training materials)
- Unit of work report
- “Must haves” vs “nice to haves” requirement report
- Vendor Engagement/Renegotiation Strategy
- Actionable implementation plans

6.4 Task 4. Pilot -Launch Tiger Teams

Once the target opportunities areas have been identified (subtask 6.3.12 & 6.3.13), the contractor shall assist with executing against a DISA approved roadmap. Some of the opportunities may be implemented immediately, however, other initiatives shall be designed and piloted within DISA organization to ensure that the ‘blueprint’ is fully scalable and internal DISA staff acquires the knowledge/capabilities needed to scale those initiatives quickly.

The contractor shall provide consultation inputs (documentation generation included) in the development of targeted Tiger Teams focused on capturing specific efficiency opportunities identified for the Overall DISA Assessment. This shall include the portfolio of 10-15 tangible initiatives, each addressing a specific efficiency and effectiveness improvement opportunity. Key activities for this task shall include, but are not limited to, the following:

6.4.2 Subtask 2- DISA Pilot

- Development of Tiger Team structure, responsibilities, milestones, and metrics.
- Alignment of the teams to the portfolio of initiatives and sequence Tiger Team roadmap based on initiative scope/timing.
- Creation of detailed Tiger Team implementation plans for the initial set of 3-5 high priority initiatives and quickly validates plans with leadership.
- Identify short-term opportunities during implementation.
- Initiation, generation, and implementation of ‘field and forum’ trainings to build the capabilities of the Tiger Teams to replicate the methodology and sustain the effort across the entire portfolio of initiatives.

Deliverables:

- Tiger Team structure, design and milestones.
- Detailed Tiger Team implementation plans for top 3-5 initiatives.
- Tiger Team capability-building materials and training sessions.

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1 Delivery of Project Management Plan, Weekly &	Materials contain required information and are delivered on time at least 90% of the	Periodic inspection of products and services.

Monthly Report	time. Revisions that occur are minor and are resolved in a satisfactory manner.	
Task 6.3 Delivery of Overall DISA Assessment materials, reports, briefings, and associated documents	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.4 Delivery of Pilot/Tiger Team materials, reports, briefings, associated documents and workshops	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.

8. Incentives. Positive and negative performance will be documented within CPARS narratives and ratings.

9. Place of Performance. Work will primarily be performed at the Contractor's site. The task in this PWS will require the contractor to periodically conduct interviews, collect data and attend meetings at DISA Headquarters in Ft. Meade, MD and other DISA locations in the U.S.

Site visits to locations outside of the Baltimore - Washington Metropolitan area shall be pre-approved by the Contracting Officer Representative (COR) prior to departure. Requests shall include the reason for trip (incorporate why the contractor must physically visit the site), the number of people, location, travel duration, and required transportation method. All travel shall be in accordance with the Federal Travel Regulations (FTRs) and FAR 31.205-46.

Alternate Place of Performance - Contingency Only. Contractor employees may be required to work at another approved activity within the local travel area or at the contractor's facility in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, etc.). Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. Contracting Officer Representative (COR) approval is required. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment.

10. Period of Performance (POP).

The DISA Assessment (Task 6.3) will require two weeks of data collection by the DISA team followed by twelve weeks for the contractor to complete the DISA assessment. The contractor shall not invoice cost for the initial two weeks of effort by the Government on task 3. Extend through 31 August, 2015 to complete 6.3.1 and 6.3.16,

DISA Pilot/Tiger Team (Subtask 6.4.2) the period of performance will run 12 weeks from the date of award. Extend through 31 August, 2015 to complete 6.4.1, and 6.4.2.

As directed by the COR, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR.

11 Delivery Schedule.

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.1.4	Kickoff Mtg	N/A	10 business days after contract award		DISA Stakeholders
6.1.1 6.1.2	Status Reports	MS Word	Weekly- first business day of the following week Monthly- fifth business day of the following month.	COR/TM	
6.1.3	Project Management Plan	Contractor determined format	10 business days after contract award	COR/TM/P M	Draft – 10 business days Final – 15 business days
6.3.1	Develop Clean Sheet Roadmap	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.1 & 6.3.16	DISA Dashboard	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.1	Tools (e.g. Playbooks, sample	Contractor determined format	Based on government approved	COR/TM/P M	

	models, training materials)		project management plan		
6.3.2, 6.3.6, & 6.3.12	Unit of work report	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.6	“must haves” vs “nice to haves” requirement report	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.12	Vendor Engagement /Renegotiation Strategy	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.3.15	Actionable implementation plans	Contractor determined format	Based on government approved project management plan	COR/TM/P M	
6.4.1, 6.4.2	Pilot/Tiger Team Implementation	Contractor determined format	Based on government approved project management plan	COR/TM/P M	

12. Security. The work performed will be primarily UNCLASSIFIED; however, some information could be at the SECRET level. Contractor shall have qualified personnel with SECRET security clearances. The DD254 accompanying the contract provides relevant details.

12.1 Facility Security Clearance. The work to be performed under this contract is up to the Secret level. Therefore the company shall have a final Secret Facility Clearance (FCL) from the Defense Security Service (DSS) Facility Clearance Branch (FCB).

12.2 Security Clearance and Information Technology (IT) Level. All personnel performing on this contract shall be U.S. citizens. Contractors require a minimum of final Secret security clearance and IT-II (privileged level systems access).

12.3 Visit Authorization Letters. The Contractor shall forward a Visit Authorization Letter (VAL) to the Contracting Officer's Representative/Task Monitor at the following address for all employees prior to the beginning of each contracting/task order period of performance and as new Contractor employees are assigned to the contract:

The VAL shall be on company letterhead or pre-fabricated form and contain the following information:

- Contract number with start and end dates.
- Company point of contact (POC) and telephone number.
- Government Task Monitor name and telephone number.
- Complete legal name of employee(s).
- Social Security Number.
- Security Clearance level, and date granted
- Adjudication facility name, i.e. DISCO.
- Type of personnel security investigation (PSI) pending or completed.
- Date PSI completed.

12.4 Information Security and other miscellaneous requirements.

12.4.1 Contractor personnel shall comply with local security requirements for entry and exit control for personnel and property at the government facility.

12.4.2 Contractor employees will be required to comply with all Government security regulations and requirements. Initial and periodic security training and briefings will be provided by Government security personnel. Failure to comply with security requirements can be cause for termination of employment.

12.4.3 The Contractor shall not divulge any information about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

12.4.4 DISA retains the right to request removal of contractor personnel regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

12.4.5 Contractor personnel will generate or handle documents that contain for official use only (FOUO) information at Government facilities. Contractor shall have access to, generate, and handle classified material only at Government facilities. All Contractor deliverables shall be

marked at a minimum FOUO, unless otherwise directed by the Government. The Contractor shall comply with the provisions of the DOD Industrial Security Manual for handling classified material and producing deliverables. The Contractor shall comply with DISA Instruction 630-230-19.

13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). A DISA laptop may be issued to the Contractor in order to obtain access to data that maybe located on the DISANET. Laptop model and serial number will be obtained upon issuance to contractor.

14. Other Pertinent Information or Special Considerations. Contractor will be given access to DISA personnel and historical, financial and programmatic data.

a. Identification of Possible Follow-on Work. N/A

b. Identification of Potential Conflicts of Interest (COI). Contractor shall identify any potential Conflict of Interest (COI) and their proposed mitigation in their proposal.

c. Identification of Non-Disclosure Requirements. Some of the information provided to the contractor may be proprietary and require execution of non-disclosure agreements and must be properly protected by the Contractor. The results of the McKinsey assessments shall be provided to the Director, Defense Information Systems Agency and the employees he specifically designates (to include the COR/TM/PM). It shall not be provided to any other government or non-government entity without his written permission.

d. Packaging, Packing and Shipping Instructions. N/A

e. Inspection and Acceptance Criteria. N/A

f. Property Accountability. If issuance of laptop is required serial number and required information will be noted accordingly. The contractor shall submit the attached Electronic Product List (see below) in addition to complying with all requirements of DFARS 252.211-7003. See DARS 252.211-9000, Requirement to Submit an Electronic Product List for additional information.



15. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications

- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- 1194.31 - Functional Performance Criteria

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. Contract or Task Order Title (HC1028-13-A-0014-0003): DISA Efficiency Assessment

2. Work Requirements:

- Task 1 – Management Controls
- Task 2 – Stand up COE, Class Room Training, and Learn-By-Doing
- Task 3 – (Optional) Provide Light Support

3. Primary Method of Surveillance:

Periodic inspection of services shall be conducted on a weekly basis for Tasks 6.1 6.2 and 6.3.

Customer input shall also be considered as a supplemental method for Tasks 6.1 6.2 and 6.3.

- ✓ **Periodic Inspection:** These services are monitored weekly, monthly, quarterly, semiannually, annually, etc. Periodic types of activities are perfect for periodic inspection because not only are they infrequent, but there is normally a predetermined, specified time frame within which the tasks must be accomplished. Therefore, you know exactly when to conduct the evaluations. Periodic inspections automatically become 100 percent evaluations or "100 percent checks." Inspections should be divided and scheduled by frequency: annual, semiannual, quarterly, monthly, weekly and as required. Sometimes services are required for which the time or frequency cannot be predicted, such as accident investigations, one-time special tasking by higher headquarters, etc. These would be labeled "as required inspections."

Others are known and predictable such as the quarterly status report or the monthly travel report currently included in some DISA service contracts.

- ✓ **Customer Input.** Although usually not a primary method, this is a valuable supplement to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g., dining facilities, building services, customer surveys and customer complaints may be a primary surveillance method, and customer satisfaction an appropriate performance standard. In all cases, complaints should be documented, preferably on a standard form.

4. Scope of Performance:

The objective of this requirement is to provide support for an independent efficiency assessment of DISA IT services and program elements. The assessment shall identify potential cost savings/reductions within the Agency's services and major program elements, as well as identify integration and consolidation opportunities. Contract reference: Performance Work Statement (PWS) Tasks 6.1, 6.3, and 6.4.

The effort shall align with the DoD IT Modernization plan in the following areas:

- Consolidate enterprise networks.
- Standardize IT platforms.
- Enable agile IT.
- Strengthen IT governance.
- Strengthen IT investments.
- Improve effectiveness of enterprise architecture.
- Modernize IT guidance and training.

5. Performance Standards:

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1 Delivery of Project Management Plan, Weekly & Monthly Report	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.3 Delivery of Overall DISA Assessment materials, reports, briefings, and associated documents	Materials contain required information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	Periodic inspection of products and services.
Task 6.4 Delivery of	Materials contain required	Periodic inspection of products

Pilot/Tiger Team materials, reports, briefings, associated documents and workshops	information and are delivered on time at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.	and services.
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6. Mandatory or regulatory compliance items:

The contractor will provide initial proof of compliance with regulatory and compliance items contained in the contract. The Contracting Officer's Representative (COR) and the Contracting Officer (KO) will evaluate the initial submission and will conduct ad hoc reviews of the contractor's compliance throughout the remainder of the contract. The contractor will monitor compliance as required by FAR 52.222-50, Combating Trafficking in Persons, and report any issues to the KO.

7. Acceptable Quality Level (AQL):

Performance occurs with no required re-performance or re-works at least 90% of the time. Revisions that occur are minor and are resolved in a satisfactory manner.

8. Evaluation Method:

The Task Monitor (TM) or Program Manager (PM) will review all documentation and deliverables to ensure they meet established requirements. If a deliverable does not meet requirements, or contains errors, the TM/PM will deliver an email noting defects to both the contractor and the contract officer representative (COR). The COR will document the official time and date of notification. Once the error is addressed or corrected, the COR will confirm and document the date and time of problem resolution.

9. Incentives (Positive and/or Negative):

Positive and negative performance will be documented within the Contractor Performance Assessment Reporting System (CPARS) narratives and ratings.

The following have been deleted:

PWS / MARCH 25 2015

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 2005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
---------------	----------	-----------------	--------

POP 01-APR-2015 TO 08-JUL-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2015 TO 31-AUG-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047

The following Delivery Schedule item for CLIN 2006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2015 TO 08-JUL-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2015 TO 31-AUG-2015	N/A	DISA SPI DISA BUILDING 6906 6910 COOPER AVENUE ATTN: WAREHOUSE FORT MEADE MD 20755-7088 CARISSA LANDYMORE [REDACTED] FOB: Destination	HC1047

(End of Summary of Changes)

HC1028-13-A-0014

000301

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO 02	3 EFFECTIVE DATE 21-Sep-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1028	7 ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MCKINSEY & COMPANY, NC. WASH NGTON D.C. 1200 19TH ST NW STE 1100 WASHINGTON DC 20036-2412 MICHELLE REEVE				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HC1028-13-A-0014-0003 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 01-Apr-2015	
CODE 438P1	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: badgett156996 The purpose of this modification is to increase the total funded amount [REDACTED] [REDACTED]					
As a result of this modification, the total funded amount was increased [REDACTED]. The point of contact for this action is Mr. Cody T. Badgett, [REDACTED]					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA L BATHON / CONTRACTING OFFICER TEL: [REDACTED] EMAIL: [REDACTED]			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. [REDACTED] BY [REDACTED]		16C. DATE SIGNED 21-Sep-2015	
(Signature of Contracting Officer)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the [REDACTED]

SUBCLIN 200501:

[REDACTED]

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 2005 and 2006 are incrementally funded. For this/these item(s), **the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.** An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional

funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract HC1028-13-A-0014-0003, the following funds will be provided:

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO 03	3 EFFECTIVE DATE 08-Jun-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1028	7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MCKINSEY & COMPANY, NC. WASH NGTON D.C. 1200 19TH ST NW STE 1100 WASHINGTON DC 20036-2412 MICHELLE REEVE				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1028-13-A-0014-0003	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2015	
CODE 438P1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification IAW FAR 43.103(a)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Modification Control Number: swiedat162087					
A. Per email concurrence received [REDACTED] for closeout purposes.					
B. The total amount of the order is [REDACTED]. The total lifecycle cost and the total obligated amount are changed to \$1,969,980.00.					
C. The execution of this modification will release the government from any further obligation pertaining to this order.					
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TIMOTHY G. MADURA / CONTRACTING OFFICER TEL: [REDACTED] EMAIL: [REDACTED]		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jun-2016
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		
			STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was [REDACTED] \$1,969,980.00 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2005

[REDACTED]
[REDACTED]

CLIN 2006

[REDACTED]
[REDACTED]

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was [REDACTED]
[REDACTED] \$1,969,980.00.

SUBCLIN 200501:

[REDACTED]
[REDACTED]

SUBCLIN 200601:

[REDACTED]
[REDACTED]

(End of Summary of Changes)